



15018-C  
RECORDATION NO. .... Filed 1425

AUG 4 1986 -2 53 PM

STATE OF NEW YORK  
DEPARTMENT OF TRANSPORTATION  
ALBANY, N.Y. 12232  
Telephone: (518) 457-2411

INTERSTATE COMMERCE COMMISSION

FRANKLIN E. WHITE  
COMMISSIONER

July 31, 1986

Office of Secretary  
Application and Fees Unit  
Room B-207  
Interstate Commerce Commission  
12th and Constitution Avenue, N.E.  
Washington, DC 20423

Re: Recording Evidence of  
Agreement, 49 USC §11303  
#D94801, dated 7/1/76

Dear Madam:

I have enclosed the following true copies of original documents described below, which have been certified to be complete and identical in all respects to the original document under 49 C.F.R. 1177.3(b), to be recorded pursuant to Section 11303 of Title 49 of the U. S. Code.

This document is an Agreement, a primary document identified as Agreement No. D94801 and dated July 1, 1977 between the New York State Department of Transportation (NYSDOT) and the Delaware and Hudson Railway Company (D&H) by which New York State has acquired or retained title to certain rolling stock and equipment used by the D&H in exchange for an executory promise that it be used to maintain railroad services for a specific period.

The filing of this document does not constitute a waiver of any rights New York may have under the contract or pursuant to any law.

The names and the addresses of the parties to the documents are as follows:

Title holder to equipment:

New York State Department of Transportation  
Legal Services Bureau  
Building 5, Room 509  
State Campus  
Albany, New York 12232

100 OFFICE OF  
THE SECRETARY  
AUG 4 2 52 PM '86  
MOTOR OPERATING UNIT

*Counterpart*

Service provider and user of equipment:

Delaware and Hudson Railway Co.  
5th Street  
Watervliet, NY 12189

A description of the rolling stock, materials and equipment covered by the document follows:

The signal and communication materials and equipment are enumerated in detail and can be found in Appendix I of Agreement D94801. Generally, it consists of such items as:

- 1) Traffic Control System machines
- 2) Batteries
- 3) Radios and communication equipment
- 4) Other items of personalty not permanently attached to the realty.

The filing fee has been waived pursuant to 49 C.F.R. 1002.2(e)(1) because the New York State Department of Transportation is a State governmental entity.

Please return the extra certified true copies not needed by the Commission for recordation to:

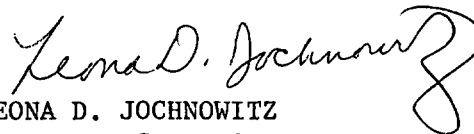
Leona Jochnowitz or William J. Dwyer, Esqs.  
Legal Services Bureau  
New York State Department of Transportation  
Building 5, Room 509  
State Campus  
Albany, New York 12232

A short summary of the document to appear in the index follows:

This is a primary document and represents an Agreement between the title holder, the New York State Department of Transportation and the D&H, the service provider and the user of this equipment. Under the terms of this Agreement, New York acquired or retained title in the aforementioned materials and equipment to be used to improve the signal and communication facilities of the D&H at a cost not to exceed \$1,100,000.00. In exchange, the D&H agrees to use the said materials and equipment to upgrade and improve rail services in New York State and to maintain said items for the period specified in the Agreement.

The filing of this document does not constitute a waiver of any rights New York State might have under the Agreement or pursuant to law.

Very truly yours,

A handwritten signature in cursive script, reading "Leona D. Jochnowitz". The signature is written in dark ink and is positioned above the printed name and title.

LEONA D. JOCHNOWITZ  
Assistant Counsel  
Legal Services Bureau

cc: Kathleen King, Esq.  
Office of Secretary

AUG 4 1986 2 53 PM

INTERSTATE COMMERCE COMMISSION

STATE OF NEW YORK)  
 ) ss.:  
COUNTY OF ALBANY )

Catherine Kuzsman being duly sworn, deposes and says:

1. That your deponent is a Senior Rail Transportation Specialist with the Rail Division of the New York State Department of Transportation.
2. That among her duties she is involved with the capital construction projects with the Delaware and Hudson Railway Company and Guilford Transportation Industries and its subsidiaries.
3. That as such your deponent has access to the original executed agreements which have been entered into between the said Delaware and Hudson Railway Company, Guilford Transportation Industries, its subsidiaries and the New York State Department of Transportation.
4. That your deponent has read the original agreement identified as:

Agreement D94801, dated July 1, 1977 between  
NYSDOT and D&H

and hereby certifies that the attached is a true, accurate and complete copy of the original agreement now on file in the offices of the New York State Department of Transportation.

Catherine Kuzsman  
Catherine Kuzsman

Sworn to before me  
this 1st day of Aug-1986.

William J. Dwyer  
Notary Public

**WILLIAM J. DWYER**  
Notary Public in the State of N. Y.  
Resident in and for ALB. County  
Commission Expires March 30, 1987

D94801

3

SIGNAL EQUIP.



STATE OF NEW YORK  
DEPARTMENT OF TRANSPORTATION

WILLIAM C. HENNESSY, COMMISSIONER

**AGREEMENT**

DELAWARE AND HUDSON 1977 SIGNAL AND  
COMMUNICATIONS PROGRAM

PIN 5935.39

Rail Preservation Project  
Agreement

THIS AGREEMENT made this 1st day of July 1977 by and between the People of the State of New York, acting by and through the Commissioner of Transportation, and Delaware and Hudson Railway Company, a railroad company doing business in the State.

WITNESSETH:

WHEREAS, the Transportation Law authorizes the Commissioner to enter into contracts with any railroad company for the purpose of providing for the improvement of rail transportation service on the rail transportation facilities thereof; and

WHEREAS, said Transportation Law further authorizes the Commissioner to provide for the renovation, repair and improvement of any rail transportation facility by contract; and

WHEREAS, Chapter 54 of the Laws of New York of 1977 appropriates funds to the Department for the purposes of accomplishing the work described in this Agreement.

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises, conditions, terms and obligations herein set forth, do agree and covenant as follows:

ARTICLE ONE

DEFINITIONS

"Commissioner" means the Commissioner of Transportation of the State of New York or his duly authorized representative.

"Department" means the New York State Department of Transportation.

"Railroad" means the Delaware & Hudson Railway Company,  
its successors and assigns.

"State" means the People of the State of New York acting by and through the Commissioner.

"Capital Facilities" means materials, equipment, facilities or supplies acquired, constructed, reconstructed, established, improved or rehabilitated by or on behalf of RAILROAD pursuant to the provisions of this Agreement for the purpose of accomplishing the work program set forth in the Work Schedule (Appendix 1 of this Agreement).

"Agreement" means this document and any attachments hereto referred to herein.

## ARTICLE TWO

### CAPITAL IMPROVEMENTS

#### Section 2.1. Description of Work.

RAILROAD agrees to provide for the accomplishment, at STATE expense, of the work described in the Work Schedule (Appendix 1) which is attached hereto and made a part hereof and in accordance with plans and specifications approved by the COMMISSIONER. The monetary amounts specified in said Work Schedule for particular items of work are estimates and the transfer of amounts between line items is permitted as necessary, subject to the prior written approval of the COMMISSIONER. Any time limits for the accomplishment of work which are set forth in said Work Schedule may be extended by the COMMISSIONER as he deems necessary.

#### Section 2.2. Performance of Work.

RAILROAD agrees to undertake and to proceed expeditiously with the work to be accomplished as specified in the Work Schedule (Appendix 1) of this Agreement and to complete said work within the time limits specified therein.

Section 2.3. Maintenance.

RAILROAD agrees to maintain the Capital Facilities, as well as ancillary facilities useful or necessary for providing rail transportation services thereon or therewith, in good order and repair and in accordance with applicable Federal Railroad Administration (FRA) standards and/or the COMMISSIONER'S standards as specified in the attached Maintenance Schedule (Appendix 2), for the periods of time specified in said Maintenance Schedule, commencing the date the final reimbursement payment to RAILROAD is made, for each Work Item, pursuant to Section 2.4 of this Agreement. In the absence of applicable FRA Standards, and where COMMISSIONER has not specified standards, RAILROAD shall maintain the Capital Facilities and ancillary facilities in accordance with such maintenance specifications as are recommended by the manufacturer thereof, or maintenance procedures and practices commonly accepted in the railroad industry for the same or similar facilities, whichever standard is higher.

Section 2.4. Reimbursement.

(a) Track, Roadbed, Signal and Related Facilities - STATE agrees to reimburse RAILROAD for the entire cost which RAILROAD incurs of track, roadbed and signal work performed, as described in the attached Work Schedule, including the cost of preliminary and construction engineering, as well as for facilities provided by RAILROAD under this Agreement in connection with said work, pursuant to the Brown Book dated June 1, 1930, which, together with amendments thereto, has been issued by COMMISSIONER, it being intended by the parties hereto that by reference to said Brown Book and amendments thereto it is agreed that the provisions thereof are deemed to be included herein and are accepted as binding upon the parties to the same extent and with the same force and effect as if said Brown Book and amendments thereto had been set forth in and made a part of this Agreement. Provided, however, that



STATE shall not be obligated to pay nor shall RAILROAD claim reimbursement for the use of facilities or equipment which have been acquired by RAILROAD in whole or in part with funds provided by STATE under this or any other agreement. Rental charges for RAILROAD owned equipment or facilities shall not be eligible for reimbursement hereunder when suitable STATE - financed equipment or facilities are available to RAILROAD for the work to be accomplished at the time required. RAILROAD shall submit to STATE fair and reasonable charges for the cost of the work performed, or facilities and equipment provided, by RAILROAD, less the value of scrap materials recovered, as evidenced by detailed invoices acceptable to COMMISSIONER.

STATE shall reimburse RAILROAD in the amount of the approved costs so submitted, but in no event shall the cost to STATE of said work exceed the amounts specified in the attached Work Schedule, except as such cost may hereafter be increased pursuant to an amended agreement. All costs so submitted by RAILROAD shall be subject to approval and to audit by the COMMISSIONER or the State Comptroller. Reimbursement therefore by STATE to RAILROAD will be made in monthly progress payments as to work payments or facilities provided by RAILROAD in accordance with approved certificates showing the cost of the work so performed or facilities provided. Upon the completion of all work a final statement of costs shall be submitted to STATE within sixty (60) days. The final reimbursement payment to RAILROAD shall be made within thirty (30) days from the submission of the final statement, subject to final audit by the COMMISSIONER or the State Comptroller.

(b) Locomotives and Rolling Stock - STATE agrees to reimburse RAILROAD for costs incurred by RAILROAD for the rehabilitation and refurbishing of

locomotives and rolling stock within the amounts set forth, and as such work is described, in the attached Work Schedule.

Section 2.5. Eligible Costs: Progress Payments.

Monthly Progress payments shall be made by STATE to RAILROAD for eligible costs incurred by RAILROAD in accomplishing the work. Eligible costs for reimbursement shall include:

(a) Costs incurred by RAILROAD for direct labor and approved fringe benefits in connection with the work to be accomplished hereunder as specified in the Work Schedule (Appendix 1) attached hereto; and

(b) The value, as evidenced by vendor's bills, of materials incorporated into the work accomplished hereunder, as such work is specified in the Work Schedule (Appendix 1).

(c) Costs incurred by RAILROAD, in connection with the accomplishment of the work specified in the Work Schedule (Appendix 1), pursuant to contracts approved by COMMISSIONER, as such costs are documented by receipted bills or other evidence satisfactory to COMMISSIONER.

Section 2.6. Use and Disposition of Facilities.

RAILROAD agrees that, during the periods of time during which title to a Capital Facility or component thereof is held by STATE, such Capital Facility shall not be leased, rendered unusable, relinquished or disposed of by RAILROAD without the express written consent of COMMISSIONER first having been obtained. It is intended that the Capital Facilities covered by this Agreement shall be used principally in New York State. Any other use is prohibited unless the prior written approval of the COMMISSIONER has been obtained. The provisions of this Section 2.6 shall not be applicable to Trackage Rights Agreements.

Section 2.7. Manner of Performing Work.

Subject to the provisions of Section 2.9 hereof, work specified in the Work Schedule (Appendix 1) may be performed by the employment of RAILROAD's manpower and equipment or by approved contract, provided, however, that STATE may elect with RAILROAD's approval to perform any such work with its own forces and equipment.

Section 2.8. Materials and Equipment Acquired by Railroad.

Notwithstanding any other provision of this Agreement, or of any provision, term or condition incorporated herein by reference, no expenditure by RAILROAD for any Capital Facility or component thereof listed in Appendix 3 hereof shall be eligible for reimbursement under this Agreement unless and until such title or interest as RAILROAD has in or to such item, free of all taxes, shall have been conveyed to STATE. Unless COMMISSIONER determines otherwise, such conveyance shall be made prior to the installation or use of such Capital Facility or component thereof in or upon RAILROAD's property. All Capital Facilities and components thereof shall thereafter at all times be and remain the sole and exclusive property of STATE, until conveyance thereof back to RAILROAD, and RAILROAD shall have no right, title or interest therein or thereto except as expressly set forth herein. Title to Capital Facilities and components thereof shall be conveyed back to RAILROAD in accordance with the Schedule set forth in Appendix 3 of this Agreement upon a determination by COMMISSIONER that RAILROAD has substantially complied with all of the provisions of this Agreement.

Section 2.9. Acquisition of Materials & Equipment by State.

Notwithstanding any other provision of this Agreement, STATE, at COMMISSIONER'S exclusive option, shall have the right to contract directly with vendors and contractors for materials and equipment which meet RAILROAD'S

Section 2.12. Use of Capital Facilities.

RAILROAD shall use the Capital Facilities in a careful and proper manner and shall comply with and conform to all applicable Federal, State and local laws, ordinances and regulations in any way relating to the possession, use or maintenance thereof. If STATE supplies RAILROAD with labels, plates or other markings indicating STATE's ownership thereof, RAILROAD shall affix and keep the same upon a prominent place on the Capital Facility designated by STATE.

Section 2.13. Maintenance of Way Equipment.

Maintenance of way equipment purchased in whole or in part with funds provided pursuant to this Agreement may be assigned by COMMISSIONER for use on other railroads within the State of New York. Commissioner shall consider the needs of RAILROAD for such equipment in considering any such assignment. No such assignment shall be made unless and until the assignee railroad agrees in writing (1) to assume RAILROAD'S obligations and liabilities with respect to the assigned equipment during the period of assignment; and (2) to compensate RAILROAD for the use of such equipment at applicable General Manager's Association (New York) rates in effect at that time, less that portion of any such rate attributable to depreciation.

ARTICLE THREE

MISCELLANEOUS

Section 3.1. Indemnity.

RAILROAD shall indemnify STATE and its employees against, and hold them harmless from, any and all claims, actions, suits, proceedings, costs, expenses, judgments, suits, damages and liabilities, including attorney's fees, arising out of, connected with, or resulting from the materials or equipment, including without limitation the manufacture, selection, delivery, possession, use or operation of the equipment or materials subject to

Section 3.2. Default.

If RAILROAD, with regard to any item or items of equipment or material for which payment is made by STATE pursuant to this Agreement, fails to observe, keep or perform any provision of this Agreement required to be kept, observed or performed by RAILROAD, STATE shall have the right, upon ten (10) days notice in writing to RAILROAD, to take possession of any or all such items of equipment or material, wherever same may be located, without any court order or other process of law. Any such taking of possession shall not constitute a termination of this Agreement as to any or all items of equipment or material unless STATE expressly so notifies RAILROAD in writing.

Section 3.3. Bankruptcy.

Neither this Agreement nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against RAILROAD, or if RAILROAD is adjudged insolvent, or if RAILROAD makes any assignment for the benefit of its creditors, or if an order of attachment or execution is levied on any Capital Facility for which payment has been made pursuant to this Agreement and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which RAILROAD is a party with authority to take possession or control of any Capital Facility, STATE shall have and may exercise the remedy set forth in Section 3.2 hereof, and in such case this Agreement shall, at the option of STATE, without notice, immediately terminate and shall not be treated as an asset of RAILROAD after the exercise of said option.

Section 3.4. Assignment.

RAILROAD agrees that it will not assign this Agreement or any interest therein without obtaining COMMISSIONER'S written consent thereto.

Section 3.5. Personal Property.

The Capital Facilities are, and shall at all times be and remain, personal property notwithstanding that the Capital Facilities or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or imbedded in, or permanently resting upon, real property or any building or structure thereof, or attached in any manner to what is permanent by whatever means.

Section 3.6. Non-Waiver.

No covenant or condition of this Agreement can be waived except by the written consent of COMMISSIONER. Forbearance or indulgence by STATE in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by RAILROAD, and, until complete performance by RAILROAD of said covenant or condition, STATE shall be entitled to invoke any remedy available to it under this Agreement or by law or in equity despite said forbearance or indulgence.

Section 3.7. Entire Agreement.

This instrument and the attached Schedules identified herein constitute the entire agreement between STATE and RAILROAD, and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

Section 3.8. Force Majeure.

The obligations of the parties hereunder shall be subject to force majeure (which shall include strikes, riots, floods, accidents, acts of God, and other causes or circumstances beyond the control of the party claiming such force majeure as an excuse for non-performance), but only as long as, and to the extent that, such force majeure shall prevent performance of such obligations.

Section 3.9. Successors and Assigns.

All the covenants and obligations of the parties hereunder shall bind their successors and assigns whether or not expressly assumed by such successors and assigns.

Section 3.10. Interpretation.

The Article and Section headings utilized in this Agreement are for convenience only and shall not affect the construction hereof. This Agreement shall be construed in accordance with and governed by the laws of the STATE of New York. All Appendices attached hereto are integral parts of this Agreement and the provisions set forth in the Appendices shall bind the parties hereto to the same extent as if such provisions had been set forth in their entirety in the main body of this Agreement. Nothing expressed or implied herein shall give or be construed to give to any person, firm or corporation other than STATE or RAILROAD any legal or equitable right, remedy or claim under or in respect of this Agreement. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing signed by COMMISSIONER and RAILROAD unless a provision hereof expressly permits either of said parties to effect termination, amendment, supplementation, waiver or modification hereunder, in which event such action shall be taken in accordance with the terms of such provision.

Section 3.12. Severability.

If any part of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the validity, legality or enforceability of any other part of this Agreement and the remaining parts of this Agreement shall be enforced as if such invalid, illegal or unenforceable part were not contained herein.

Section 3.13. Notices.

Any request, demand, authorization, direction, notice, consent, waiver, or other document provided for or permitted by this Agreement to be made upon, given or furnished to, or filed with one party by the other party, shall be in writing and shall be delivered by hand or by deposit in the mails of the United States, postage prepaid, if to COMMISSIONER, in an envelope addressed as follows:

Commissioner of Transportation  
State of New York  
Department of Transportation  
1220 Washington Avenue  
State Campus  
Albany, New York 12232

and if to RAILROAD, in an envelope addressed to the attention of:

T. W. Eagan, Vice President and Comptroller  
Delaware and Hudson Railway Company  
40 Beaver Street  
Albany, New York 12207

Each party may change the address at which it shall receive notification hereunder by notifying the other of such change.

Section 3.14. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original.

Section 3.15. Relationship of Parties.

The relationship of the RAILROAD to the STATE is that of an independent contractor, and said RAILROAD, in accordance with its status as such contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the STATE by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any



right or privilege applicable to an officer or employee of the STATE, including, but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

Section 3.16. Records and Documents.

RAILROAD shall maintain books, records and supporting documents in connection with the work to be accomplished pursuant to this Agreement. All books, records, bills, vouchers, payrolls, invoices and other documents of every type and description pertaining to the work under this Agreement shall be available to Commissioner or the State Comptroller, or their authorized representatives, for inspection and audit. All costs charged to STATE under this Agreement shall be supported by payrolls and time records, material consumption reports, business expense statements, paid invoices, and contracts evidencing in detail the nature of the charges for which reimbursement is sought.

Section 3.17. Approval of Contracts.

RAILROAD shall not execute any contract, subcontract or amendment thereto, or obligate itself in any other manner with any third party with respect to the work to be undertaken pursuant to this Agreement without the prior written approval of the COMMISSIONER.

Section 3.18. Effective Date of Agreement.

This Agreement shall take effect at the time at which it is approved by the State Comptroller.

Section 3.19. Executory Clause.

This agreement shall be deemed executory only to the extent of One Million One Hundred Thousand (\$1,100,000) dollars and no liability on account thereof be incurred by STATE beyond this amount for the purpose herein set forth unless a supplemental agreement shall have been entered into between the parties hereto.

Section 3.20. Termination Clause.

STATE reserves the right to terminate or suspend this Agreement, for any reason whatsoever. Such right of termination or suspension shall be exercised, at the discretion of COMMISSIONER, by delivery of written notice thereof to RAILROAD, and such termination or suspension shall thereupon take effect immediately. However, nothing in this Agreement or in this Section 3.20 shall relieve STATE of its obligation to reimburse RAILROAD for costs and expense which RAILROAD has incurred or committed itself to under the terms or for the purposes of this Agreement prior to such termination or suspension.

Section 3.21. Documents Forming Agreement.

This Agreement shall consist of this document and the following attachments:

Appendix 1 and 1A	-	Work Schedule
Appendix 2	-	Maintenance Schedule
Appendix 3	-	Title Schedule
Appendix 4	-	Special Provisions

Schedule B

New York State Required  
Standard Contract Clauses

PEOPLE OF THE STATE OF NEW YORK

BY

L. P. Russell  
Commissioner of Transportation

DELAWARE AND HUDSON RAILWAY COMPANY

BY

President and Chief Executive Officer  
Officer

Approved

APPROVED AS TO FORM  
Louis J. Lefkowitz

AUG 10 1977

James F. O'Connell  
JAMES F. O'CONNELL  
Solicitor General

Attorney-General

Approved

For the Comptroller Pursuant to  
Section 112, State Finance Law

STATE OF New York )  
COUNTY OF Albany ) SS.:

On the 1st day of July in the year 1977, before me personally came C. B. Sterzing, Jr. to me known, who, being by me duly sworn, did depose and say that he resides in Glenmont, NY,

; that he is the President and Chief Executive Officer of the Delaware & Hudson Railway Co., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal: that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Notary Public

**GEORGE H. KLEINBERGER**  
**Notary Public - State of New York**  
**Qualified in Schenectady County**  
**Reg. No. 2144350**  
**Commission Expires March 30, 1979**

WORK SCHEDULE

## ITEM

1. Consolidate XO Traffic Control System currently located in Mechanicville with the North End Dispatcher's Traffic Control System (TCS) Machine at Watervliet, New York. Upon completion of work, all interlockings currently controlled by XO TCS Machinery will be controlled from the North End Dispatcher's TCS machine. Relocated control functions will include interlocking locations KN, LA, SG, NG, BK, XO, WY and SS. Interlocking locations KN, LA, SG, NG, BK and WY will be controlled using Type "F" equipment. Interlockings XO and, in addition, SS (currently controlled by the South End Dispatcher) will be controlled by a new TCS Code system 4000.

Work and material to accomplish the above relocation include but are not limited to the following:

## A. Watervliet

- . Provide plans for, and change existing Type "F" Class M TCS Master Code Unit from single end carrier operation to double end carrier operation.
- . Engineer, wire, and provide material for a new TCS System 4000 Code Unit, rack mounted, for control of XO Interlocking and SS Interlocking, reusing, where possible, printed circuit boards from existing SS Interlocking TCS System 4000 Code Unit.
- . Purchase and install the required cables for installing SS Interlocking from north end TCS console to the new TCS System 4000 Code Unit. Cables will be approximately 100' long.
- . Provide a wire carrier housing for both regular and alternate carrier units mounted on TCS System 4000 Code Unit rack. Carrier transmitter and receiver now in use of existing System 4000 will be used on the new System 4000.
- . Furnish and install on North End Dispatcher's Traffic Control System (TCS) machine at Watervliet three (3) 10" sections, floor mounted, complete with panels, wired levers, lights and pushbuttons for relocated interlocker controls.
- . Purchase and install preassembled wire trees (harness) for connecting relay and TCS System 4000 Code Unit racks to aforementioned 10" sections.
- . Engineer, furnish material and install at Watervliet necessary Type "J" relays rigged for control and indication of XO Interlocking.

- . Retire interlocking at FA Tower with the exception of two (2) crossovers, which will become hand-throw. Signaling will be provided.
- . Purchase and install 60 miles (approximately 30 route miles) of #8 AWG polyethylene-covered copperweld wire from Albany to Delanson to replace a pair of #9 AWG bare copper wire.
- . Materials include but are not limited to the following:

- 2 each 115# #10 crossovers, panelized (CM)
- 1 lot Ties for above (CM)
- 1 each 8' x 10' wired Cabin complete with all apparatus (CM)
- 1 each Code System 4000 carrier repeater (CM)
- 6 each SA-1 3 position, searchlight signals complete (CM)
- 4 each Dual Control 110 volt switch machines (CM)
- 1 each Modular aluminum case, wired complete (CM)
- 30 cell battery (CM)
- 10 500' Underground and aerial cable (CM - 90%, FA - 10%)
- 1 each 70' Signal Bridge (4 tracks) (CM)
- 2 each Foundations for above (CM)
- 2000' - 3/8" messenger and tri-plex (CM)
- 5 each Switch Circuit Controller, complete (FA - H/T Crossover)
- 60 miles Line Wire #8 AWG, Copperweld (Albany to Delanson)
- Control Machine (TCS Office at Watervliet, NY)
- 1 each Motion Sensor, complete with wrap-around (Gas Avenue)
- 2 each Rack mounted Code System 4000 (OG and RA Cabins)

TOTAL Item 2 including labor, material and contingencies at CM,  
RA, OG, FA and Central Office.....\$379,370

- 3. Purchase, install 36 Motorola Model R43 RTB 1190A Micor Radios at the locations specified in Appendix 1A.....\$ 69,700
- 4. Purchase, install 22 solid state integrated circuits radio wayside control units in accordance with Appendix 1B.....\$ 90,600
- 5. Replace approximately three (3) miles of open wire pole line near Port Henry on the Champlain Division MP A 117.6 to MP A 120.4 with three (3) miles of armored water-proof cable containing one pair of #9 AWG wires laid on top of the ground secured to tie stubs where possible. Replace three (3) fixed wayside signals inside mile post limits specified above with audio track circuit controlled signals including labor and materials.....\$145,500
- 6. Purchase and install 112 miles (approximately 56 route miles) between Delanson MP A26 and Oneonta MP A82 of #8 AWG copperweld carrier line wire with polyethylene covering.....\$ 77,755

GRAND TOTAL.....\$1,100,000

All work under this Agreement shall be completed on or before August 31, 1978.

Reimbursement to Railroad by State under this Agreement shall not exceed \$1,100,000.

- . Relocate double-end-operated carrier converter at JS to BW Cabin and change to single end operation including labor.

B. XO Interlocking

- . Engineer and furnish all material for control and indication at Mechanicville of XO interlocking using TCS System 4000 Code Units.
- . Rack mounted regular and alternate carrier units shall be provided and installed with carrier and power transfer system.

C. KN Interlocking

- . Engineer, furnish material and install Type "F" converter, alternate and regular carrier and power supplies with transfer system including power and test panel.

TOTAL Item 1 including engineering, freight charges, materials and installation.....\$337,075

2. Relocate TCS control points to existing South End Dispatcher's TCS Machine at Watervliet, NY. Upon completion of work CM cabin, RA cabin, and OG cabin will be controlled from the South End Dispatcher's TCS Machine using TCS System 4000 Code Units.

Work and material to accomplish the above include but are not limited to the following:

- . Relocate control of CM cabin to Watervliet South End Dispatcher's TCS machine.
- . Purchase and install at CM cabin two (2) #10 reverse crossovers and one (1) single turnout. Switches will be operated by 110 volt dual control switch machines.
- . Purchase and install signal bridge and two (2) bridge signals carrying 6 SA-1 3 position searchlight signals.
- . Purchase and install a wired housing (8' x 10') at the center of the interlocking.
- . Purchase and install new Code System 4000 Units at CM, RA and OG cabin to facilitate their control from the South End Dispatcher's TCS Machine at Watervliet, NY.
- . Purchase and install motion sensor on Track No. 1 at Gas Avenue.

19 Radio Wayside Control Units

<u>Location</u>	<u>Location by Mile Post</u>	<u>County</u>	<u>Wayside Control Dispatcher Control</u>
West Chazy	MP 184.7	Clinton	1
Port Kent	MP 153.2	Essex	1
Essex	MP 135.0	Essex	1
Crown Point	MP 109.1	Essex	1
Dresden	MP 87.3	Washington	1
Fort Ann	MP 68.1	Washington	1
Corinth	MP 52.7	Saratoga	1
Ballston	MP 33.4	Saratoga	1
Colonie Disp.Ofc.	MP 4.8	Albany	2
So. Schenectady (KL)	MP 56.2	Schenectady	1
Central Bridge	MP 34.2	Schoharie	1
Richmondville	MP 49.9	Schoharie	1
Worcester	MP 63.8	Otsego	1
Colliers	MP 77.2	Otsego	1
Unadilla	MP 100.1	Otsego	1
Afton	MP 115.3	Chenango	1
Windsor	MP 130.1	Broome	1
Turner	MP 130.2	Broome	1

3 Radio Wayside Control  
Units with Antennas  
and Cable. Modify  
Control panel as necessary

Mechanicville	MP 19.9	Albany	1
Colonie	MP 4.7	Albany	1
Altamont	MP 17.2	Albany	1

## Appendix 2

### STANDARDS OF MAINTENANCE

Upon completion of work specified in Appendix 1, the Railroad shall maintain all signals, and communication equipment in operable condition in accordance with Federal Railroad Administration Rules, Standards and Instructions for Railroad Signal Systems for a period of 30 years from the date of this agreement. In the absence of appropriate FRA standards, the Commissioner's standards shall be the same as the maintenance specifications recommended by the manufacturer of such facilities, or maintenance procedures and practices commonly accepted in the railroad industry for the same or similar facilities, whichever standard is higher.



TITLE SCHEDULE

Ownership of and title to all materials and equipment for which payment to Railroad is made by State under the provisions of this agreement shall remain in the State from the time title is conveyed to State pursuant to Section 2.8 of this Agreement and shall be terminated in accordance with said Section 2.8 of the expiration of thirty (30) years from the completion dates specified in Appendix 1 of this Agreement.

## SCHEDULE B

### NEW YORK STATE REQUIRED STANDARD CLAUSES

As used herein the term "Contractor" shall mean "Railroad"

The parties to the attached contract further agree to be bound by the following, which are hereby made a part of said contract:

I. This contract may not be assigned by the contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the State.

II. This contract shall be deemed executory only to the extent of money available to the State for the performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for the purpose thereof.

III. The contractor hereby agrees to the provisions of sections 139-a and 139-b of the New York State Finance Law which require that upon the refusal of a person, when called before a grand jury, head of a State department, temporary State commission or other State agency, or the organized crime task force in the Department of Law, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation, concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with New York State or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and

(b) any and all contracts made with the State of New York or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the State of New York without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing by the State of New York for goods delivered or work done prior to the cancellation or termination shall be paid.

IV. During the performance of this contract, the contractor agrees as follows:

a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

b. The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Division of Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (g) (hereinafter called "non-discrimination clauses"); if the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Division of Human Rights of such failure or refusal.

c. The contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Division of Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commissioner of Human Rights shall determine.

d. The contractor will state, in all solicitations, or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin.

e. The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commissioner of Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commissioner of Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

f. This contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency on the basis of a finding made by the State Commissioner of Human Rights that the contractor has not complied with non-discrimination clauses, and the contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commissioner of Human Rights that he has complied and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding may be made by the State Commissioner of Human Rights after conciliation efforts by the State Division of Human Rights failed to achieve compliance with these non-discrimination clauses and after verified complaint has been filed with the Division of Human Rights, notice thereof has been given to the contractor and an opportunity has been afforded him to be heard publicly before the State Commissioner of Human Rights or his designee. Such sanctions may be imposed and dies invoked independently of or in addition to sanctions and remedies otherwise provided by law.

g. The contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the contractor becomes involved in or threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interest of the State of New York.

V. It is hereby agreed that all applicable provisions of the Labor Law of the State of New York shall be carried out in the performance of this contract.

VI. This agreement shall be void and of no effect unless the contractor shall secure compensation insurance for the benefit of, and keep insured during the life of this agreement, such employees engaged therein as are required to be insured under the provisions of the Workmen's Compensation Law of the State of New York.

VII. The relationship of the contractor to the State is that of an independent contractor, and said contractor, in accordance with its status as such contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the State by reason hereof, and that it will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

---